

AMENDMENT TO LEASE AGREEMENT

by and between

MANSFIELD SEQ 287 & DEBBIE, LTD., a Texas limited partnership

as Landlord

and

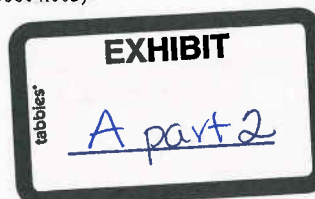
CIRCUIT CITY STORES, INC.

as Tenant

Mansfield Pointe Shopping Center
Mansfield, Texas

7835060.3

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AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment"), dated as of the ~~28~~th day of March, 2008 ("Effective Date"), is made by and between **MANSFIELD SEQ 287 & DEBBIE, LTD.**, a Texas limited partnership ("Landlord") with an office at 2525 McKinnon Street, Suite 700, Dallas, Texas 75201, and **CIRCUIT CITY STORES, INC.**, a Virginia corporation ("Tenant") with an office at 9950 Mayland Drive, Richmond, Virginia 23233.

WITNESSETH:

The parties hereto and Landlord and Tenant, respectively, under that certain Lease dated September 7, 2007 (the "Lease"), and, in consideration of the covenants set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, hereby amend said Lease with the following terms and conditions:

ARTICLE I

SITE PLAN

The Site Plan attached to the Lease as Exhibit A is hereby amended and replaced with Exhibit A-1 attached to this Amendment.

ARTICLE II

LEASE OF PREMISES - TERM OF LEASE

Notwithstanding the provisions of Section 2.01(c) of the Lease and Exhibit A-1, Tenant will not use the drive aisles in the parking lot for use with Tenant's Promotional Area").

ARTICLE III

LANDLORD'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 20.03(e) of the Lease, shall be modified in its entirety to read as follows: Landlord shall not use (or permit the use of) all or any portion of the Common Areas for retail sales or for promotional purposes subject to Tenant's rights under Section 2.01(c). However, National and Regional Tenants of the Shopping Center (including Tenant) shall be permitted to conduct sidewalk sales in front of their respective stores only, provided that (i) such sidewalk sales shall be conducted in a manner consistent with sidewalk sales in first-class shopping centers in the State and (ii) such sidewalk sales shall not materially interfere with normal pedestrian access over the sidewalks, and (iii) such sidewalk sales shall not materially interfere with the normal business operations of Tenant in the Premises, or any other tenant in the Shopping Center, or materially impair the visibility of Tenant's signage, or the signage of any other tenant in the Shopping Center.

ARTICLE IV

FAÇADE PILASTERS

Tenant, as part of Tenant's Work, shall construct two façade pilasters on the front of Building in accordance with the jurisdictional requirements. Upon receipt of documentation of cost of the façade pilasters, Landlord shall reimburse Tenant (or pay Tenant's contractor directly) for the cost of one of the two façade pilasters in an amount not to exceed \$7,500.00, which reimbursement (or direct payment) shall (a) be in addition to the Landlord Reimbursement, and (b) paid within thirty (30) days of the installation of the façade pilasters.

ARTICLE V

PAVING

Notwithstanding any provisions of the Landlord's civil plans to the contrary, Landlord, as part of Landlord's Work and at Landlord's sole cost and expense, agrees to extend the paving on the Premises to the line shown on the depiction attached hereto as Exhibit N. In addition, Landlord agrees to amend the paving plan in its civil drawings to reflect the paving area set forth herein.

ARTICLE VI

GENERAL

6.1. Except as expressly modified by this Amendment, all of the provisions of the Lease shall remain unmodified and in full force and effect and, as modified hereby, are hereby ratified and confirmed by Landlord and Tenant. All references in the Lease to "this Lease" shall be deemed references to the Lease as modified by this Amendment. In the event the terms of this Amendment conflict with the terms of the Lease, this Amendment shall control.

6.2 This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument. A telecopied facsimile of a duly executed counterpart of this Amendment shall be sufficient to evidence the binding agreement of each party to the terms hereof

6.3 The Lease, as hereby amended, constitutes the entire agreement between the parties concerning the Premises, and there are no covenants, agreements or understandings, written or oral, between them other than as set forth herein. The Lease may be further amended only by an agreement in writing signed by all parties.

[Signatures commence on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed and delivered in their respective names as of the date first above written.

LANDLORD:

**MANSFIELD SEQ 287 & DEBBIE,
LTD.,** a Texas limited partnership

By: Mansfield SEQ 287 & Debbie GP, LLC
a Texas limited liability company,
Its: General Partner

Attest:

Maria Beundee

By: David C. Wilson 10
Name: David C. Wilson
Title: Manager

TENANT:

CIRCUIT CITY STORES, INC.,
a Virginia corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed and delivered in their respective names as of the date first above written.

LANDLORD:

**MANSFIELD SEQ 287 & DEBBIE,
LTD.,**
a Texas limited partnership

Attest:

By: _____
Name: _____
Title: _____

TENANT:

CIRCUIT CITY STORES, INC.,
a Virginia corporation

By: _____
Name: _____
Title: _____

John B. Mulleady
Vice President
Real Estate & Construction

Approved as to form

EXHIBIT A-1

[attach Site Plan dated March 20, 2008]

2325 NORTH AKARD STREET
DALLAS, TX 75201
P. 214-448-0953
F. 214-448-0801
WWW.AIR-ROTOR.COM

EXHIBIT N

[Attach paving plan]

